

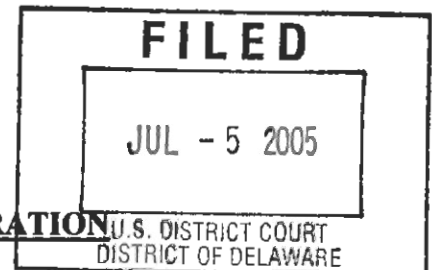
**UNITED STATES DISTRICT COURT**

HARVEY P. JAMISON  
Plaintif

Vs.

Civil Action No. 05-26-GM

RENT-A-CENTER  
Defendant



**HARVEY JAMISON'S**  
**MOTION NOT TO DISMISS COMPLAINT TO ARBITRATION**

I, Harvey Jamison, motion that the court not submit this matter to arbitration with Rent-A-center.

(1)The Defendant Rent-A-Center terminated my employment based on company policy violations involving activities causing conflicts of interest and unfair competition with Rent-A-Center as described in my filed lawsuit with the District Court.

The Arbitration Agreement clearly states in section titled "Claims Not Covered By The Agreement: Also not covered are claims by the company for injunctive and/ or other equitable relief for unfair competition and/or the use and /or unauthorized disclosure of trade secrets or confidential information, as to which either party may seek and obtain relief from a court of competent jurisdiction". (submitted as exhibit em #2 by the defendant).

My complaint as stated in this lawsuit quotes the company's policy which says "outside employment that creates unfair competition with Rent-A-center". I need to present my documentation on this matter to the District Court which has jurisdiction over this subject matter to clear my termination employment record for breaking company policy. I have had to be honest and explain this to employers since my termination from Rent-A-Center that I was terminated for breaking company policy.

I have not been offered a job as an electronic technician since.


This sudden, without cause termination of employment has caused physical, mental stress and financial hardship on my wife, myself and children. I have a family of 7 to provide for and the District Court according to the Arbitration Agreement is where I am entitled to seek and obtain relief from a court of competent jurisdiction. Otherwise the arbitration will only cover claims that are covered by the Arbitration Agreement.

(2)It is not in the best interest of either party to separate the claims in this lawsuit, whereby having the unfair competition and conflicts of interest claim heard in the District Court and the discrimination claims of race and disability heard by arbitration. However, I am prepared to go forth with both proceedings if Rent-A-center continues to excuse themselves of unlawful, misleading, and deceptive conduct of management and employees involved in the termination of my employment.

I have filed an application to proceed without prepayment of fees and affidavit and have been approved. I would like the court to assign me an attorney for this case so that I may have proper representation and in preparing for the court date of this case.

Date: 6/29/05

Signature:



Harvey Jamison  
4 Nethy Drive  
Newark, Delaware 19711  
(302) 455-9886


## Certificate of Service

I, Harvey Jamison, hereby certify that on 6/29/2005, I served copies of Motion Not To Dismiss Complaint To Arbitration on the following parties by way of U.S. mail:

Kelly A. Green  
Richards, Layton & Finger  
One Rodney Square  
P.O. Box 551  
Wilmington, Delaware 19899  
(302)654-7700  
Attorneys for Defendant

Date: 6/29/2005

Signature:

  
Harvey Jamison  
4 Nethy Drive  
Newark, De 19711  
(302)455-9886

Harvey Jamison  
4 Nethy Drive  
Newark, De 19711

# 0000017857



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**CERTIFIED MAIL™**



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PETER T. DALLEO, CLERK  
UNITED STATES DISTRICT COURT  
844 KING STREET, LOCKBOX 18  
WILMINGTON, DE 19801